



IDPH AmeriCorps Mentoring Program Member Service Agreement



PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter the “member”) in the **IDPH AmeriCorps Mentoring Program** (hereinafter the “Program”) and his/her performing of service in cooperation with _____ (hereinafter referred to as the host-site organization). The dates of service will be from _____ to _____.

MINIMUM QUALIFICATIONS

The Member certifies that s/he is a United States citizen, a national, or a legal permanent resident and at least 17 years of age. The Member certifies that s/he obtained or is in the process of obtaining a high school diploma or GED. The Member acknowledges that their eligibility is contingent upon the organization’s review of the Member’s criminal history and sex offense history. In addition to the eligibility criteria established by the program, an individual shall be ineligible to serve if the individual—a) refuses to consent to a criminal registry check or makes a false statement in connection with the program’s inquiry concerning the individual’s criminal history, b) is registered, or required to be registered on a state sex offender registry or the National Sex Offender Registry, or c) has been convicted of murder, as defined in section 1111 of title 18, United States Code. The Member has the opportunity to review and challenge the factual accuracy of a result before action is taken to exclude or terminate the Member from the AmeriCorps position.

In addition to the National Sex Offender Public Website Check, members will also be subject to the State Criminal Registry Check as well as the Fingerprint-based FBI Criminal History Record Check.

If the Program’s review of the criminal history checks reveals information that it determines should prevent the Member’s eligibility, the Program will advise the Member, in writing, of its proposed determination, and will provide the Member a copy of the information it has received (to the extent permitted by law). The Program will allow the Member the opportunity to challenge the factual accuracy of the information, in writing, within five (5) business days of its notifying the Member of its proposed determination. At that time, the Member may also provide any other written information that the Member believes will assist the Program in its review.

Additional information regarding the Program Criminal History Record Check Policy is reviewed and signed as part of member’s enrollment paperwork.

MEMBER SERVICE DESCRIPTION

The Iowa Department of Public Health AmeriCorps Mentoring Program is a statewide initiative through the Division of Behavioral Health, Bureau of Substance Abuse. This program focuses on building capacity and sustainability in youth-serving mentoring programs and enhancing impact related to substance abuse prevention. Members will be placed at mentoring programs statewide to

help strengthen the areas of building community partnerships, mentor/mentee recruitment, mentor/mentee or parent training, curriculum development, and sustainability planning.

Terms of Service

A. AmeriCorps members will be supported at four levels:

- A full-time member agrees to serve a minimum of 1,700 hours within one full year. This will take an average of 40 hours/week over a 42.5 week period.
- A half-time member agrees to serve a minimum of 900 hours within one full year. This will take an average of 20 hours/week over a 45 week period.
- A half-time calendar year member agrees to serve a minimum of 900 hours between January-June. This will take an average of 35 hours/week over a 26 week period. –
- A quarter-time member agrees to serve a minimum of 450 hours. This will take an average of 20 hours/week over a 22.5 week period.

This term of service may be extended by the member and the program for the following reasons:

1. The member's service has been suspended due to compelling personal circumstances.
2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.

B. Member's service schedule will be dependent on the agency. Service hours may be from 8:00AM – 5:00PM, Monday through Friday, with some weekends and evenings required and potential holidays.

C. It is the member's responsibility to communicate and work with the site supervisor and Program Director to complete this commitment within the agreement service period noted above. **Of these hours, a maximum of twenty percent (20%) may be spent in training (45 CFR § 2520.50).**

Please check one box:

- ☐ I am enrolling as a full-time member
☐ I am enrolling as a half-time member
☐ I am enrolling as a quarter-time member

D. The member understands that to successfully complete the term of service and to be eligible for the education award, he/she must complete **at least** 1,700 hours of service (900 for half-time or 450 for quarter-time), complete the entire duration of the above term of service, satisfactorily complete pre-service and host-site orientation and training, and attend all mandatory IDPH AmeriCorps Mentoring Program events. A member who anticipates having difficulty completing the required number of hours should notify the Program Director immediately to arrange opportunities for completing the required hours during the term of service.

E. Vacation (leave) time, sick time and holidays are not counted toward the hours needed to complete the term.

F. In order to be eligible for additional terms of service a member must successfully complete their previous term of service. This includes:

- Completing the required number of hours within 9 – 12 months from the start date

- Satisfactorily completing all assignments, tasks, and projects communicated at the beginning of the term of service
- Completing a letter of application stating why they should be considered for another term of service and what they accomplished during their year of service (if applying at a different host site)

G. The member understands, however, that the mere eligibility for additional terms of service does not guarantee selection or placement.

I. BENEFITS

A. The member will receive the following benefits from the Program:

STATUS	STIPEND	HEALTH CARE	CHILD CARE	EDUCATION AWARD
Full -Time	Maximum \$12,530	Yes	Yes, if qualified	\$5,775*
Half -Time	Maximum \$6,634	No	No	\$2,887.50*
Quarter-Time	Maximum \$3317.50	No	No	\$1,527.78

**Contingent upon funding from AmeriCorps and successful completion of service described within this contract*

1. The living allowance, to be paid every-other-week during the term of service, is subject to federal and state tax withholdings and is deducted directly from the member's living allowance.
 2. Full-time members are entitled to health care coverage as described in the insurance information on the IDPH AmeriCorps Mentoring webpage until termination of service. If health care coverage is waived members will provide Program Director with a copy of the member's alternative health care coverage.
 3. If eligible, full-time members may request a childcare subsidy, the terms of which are described in the childcare information listed on the IDPH AmeriCorps Mentoring webpage until termination of service. Childcare subsidies are only available for AmeriCorps Member/s that meet income eligibility guidelines as provided in the link listed:
<https://www.americorpschildcare.com/FactSheets.aspx>
 4. Forbearance is available for qualified student loans which allow the AmeriCorps member/s to postpone student loan payments and have loan interest paid while participating in the AmeriCorps program. Guidelines are provided in the link below:
<http://www.nationalservice.gov/programs/americorps/segal-americorps-education-award/using-your-segal-education-award/postponing>.
- B. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust.
1. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent.

2. The member understands that his/her failure to disclose to the program any history of having been released for cause from any other AmeriCorps program will render the member ineligible to receive the education award.
- C. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.
- D. The member is responsible for scheduling days off with the site supervisor and should provide a minimum of two weeks notice before asking for any personal days.
- E. The member will not be required to serve on observed holidays at the host-site.

II. POSITION DESCRIPTION

The member adheres to Member Service Agreement and completes Member Orientation. The member supports program staff, their supervisor, and administrative staff in duties that support program development and obtainment of AmeriCorps Program goals. The member consults with a supervisor if you have any ideas, issues, or concerns, offering analysis and solutions whenever possible. The member respects confidentiality of involved persons, staff, and AmeriCorps members. The member reports any accidents, illness, or safety concerns to the appropriate person/s. The member makes connections with individuals and volunteers in the community for program outreach and program enhancement. The members participates AmeriCorps training and events as required and requested by the host site as well as in community service activities. Each AmeriCorps Member position is a covered position for the purposes of the three part National Service Criminal History Records Check. Members' service is contingent upon the review of listed checks and applicant could be released from service based upon information received.

Your signature on this agreement verifies that you have received a copy of the position description and understand the duties as assigned.

Member Signature: _____

Site Supervisor Name: _____

Site Supervisor Signature: _____

BEHAVIORAL EXPECTATIONS

- A. The member is expected, while acting in an official capacity as an AmeriCorps member, to at all times:
 1. Demonstrate mutual respect toward others.
 2. Direct concerns, problems, and suggestions to host-site supervisor.
 3. Follow all policies and procedures of the host-site organization
 4. While charging time to AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members **may not engage** in the prohibited activities listed in **Attachment A**. Volunteers recruited and/or managed by AmeriCorps members may not engage in the listed prohibited activities. Members are responsible for reporting, to the Program Director, any request to perform activities listed under Nonduplication/Nondisplacement in Attachment A.
- B. At no time may the member:

1. Engage in any activity that is illegal under local, state, or federal law.
 2. Engage in activities that pose a significant safety risk to others.
- C. The member understands that the following behaviors, but not limited to, constitute a violation of the program's rule of conduct:
1. Unauthorized tardiness.
 2. Unauthorized absences. ***(Members may be excused for illness but are still required to notify the site supervisor as soon as possible before scheduled hours. If a member is absent because of illness for three consecutive days, a written excuse from a medical doctor is required.)***
 3. Repeated use of inappropriate language (i.e. profanity) at a service site.
 4. Engaging in activity that may physically or emotionally damage other members of the program or people in the community.
 5. Possessing or using any illegal drugs during the term of service.
 6. Being under the influence of alcohol or any illegal drugs during the performance of service activities.
 7. Failure to notify the program site supervisor and IDPH Program Director of any criminal arrest or conviction that occurs during the term of service within 5 days after the offense.
- D. For violating the above stated rules in Section VI, and failing to meet the standards of behavior and work as expressed above and by the member's supervisor, the member may be terminated. The member will be notified of his/her inability to meet these standards in the following ways:
- Step 1:** The site supervisor will speak to the member about the issue and call the AmeriCorps Program Director to inform of the situation. Create a note with a description of what was said and done for the member's file and share the written description with the Program Director.
- Step 2:** Give a verbal warning to the member, clearly describing the problem and steps necessary for improvement. Document the conversation by creating a note for the member's file and share it with the Program Director.
- Step 3:** If the problem persists, give a written warning describing the behavior. In this written warning, describe the steps the member must make that are necessary for improvement. The supervisor should also describe procedures taken if behavior does not improve. This could include a suspension from service after consulting with the Program Director. Share the written description with the Program Director.
- Step 4:** If there is still no improvement in the member's behavior, the member may be released from his/her service term for cause after the Program Director has been notified. The Program Director and site supervisor both must concur that release for cause is appropriate
- E. The Program reserves the right to release the member for cause if, in the judgment of the Program Director, his/her conduct undermines the effectiveness of the Program or the project to which he/she is assigned.
- F. The Program may release the member for cause if, in the judgment of the Program Director, he/she repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of conduct inconsistent with Program expectations.

- G. The Member understands that he/she will be either suspended or released for cause in accordance with paragraphs (A) and (B) of section VI of this agreement. Any members exited for not performing satisfactorily will be notified by the Program Director or his/her designee of this designation at the time of release from service and will not be able to enroll in future AmeriCorps programs.
- H. Under the Drug-Free Workplace Act, you must notify the Program Director within 5 days if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement.

III. RELEASE FROM TERMS OF SERVICE

- A. The member understands that he/she may be released for the following two reasons:
 - 1. For cause, as explained in paragraph (B) of Section VII (this section); or
 - 2. For compelling personal circumstances as defined in paragraph (C) of Section VII.
- B. The Program will release the member for cause for the following reasons:
 - 1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
 - 2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
 - 3. The member has committed a fourth offense in accordance with paragraph (D) of section VI of this agreement; or
 - 4. Any other serious breach that in the judgment of the Program Director undermines the effectiveness of the program.
- C. The Program may release the member from the term of service due to compelling personal circumstances if:
 - 1. The member has a serious injury or illness that makes completing the term impossible.
 - 2. There is a serious injury, illness, or death of an immediate family member.
 - 3. The member is drafted by the Armed Services of the United States.
 - 4. Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the program deems that circumstance to be compelling.
- D. The Program will suspend the member's term of service for the following reasons:
 - 1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
 - 2. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowance or credit for any service hours missed.)

- E. The program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VI of this agreement.
- F. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances, the member will cease to receive the benefits described in paragraph (A) of section IV and will receive no portion of the education award or interest payments.
- G. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of section IV.
- H. If the member is exited for not performing satisfactorily, he/she will be notified by the IDPH Program Director or program designee when they are exited, and will not be able to reenroll in a future AmeriCorps term.

GRIEVANCE PROCEDURES

- A. The member understands that the Program has a grievance procedure, as outlined in Attachment B, to resolve disputes concerning the member's service assignment, service evaluation, suspension, or dismissal.
Member's Initial: _____
- B. The member understands that as a program participant, he/she may file a grievance in accordance with the Program's grievance procedure, as outlined in the attached document.
Member's Initial: _____

MEMBER EXPECTATIONS

As an AmeriCorps participant with the IDPH AmeriCorps Mentoring Program, the member understands that he/she will serve in accordance with the attached Service Description and in addition (please initial):

- 1. ____ Will track weekly service hours, and log service accomplishments via the Program's reporting instruments. Member will also submit these logs to the site supervisor for approval. Tracking logs must be submitted **no later than the 5th of each month** for service provided during the previous month. **If not submitted, the Program Director reserves the right to withhold members' living allowances until tracking logs are received.**
- 2. ____ Will complete quarterly progress reports.
- 3. ____ Will report directly to his/her site supervisor on a regularly scheduled basis.
- 4. ____ Will attend all mandatory scheduled in-service training, meetings, and events sponsored by the IDPH AmeriCorps Mentoring Program. *(If a member is unable to attend a mandatory training or event, he/she is required to obtain approval from the Program Director and complete written assignments, as provided by the Program Director, pertaining to each of the training topics. The Program Director reserves the right to not exit a member from the*

Program until the member has either attended all required state level training or has successfully completed corresponding written training assignments.)

5. ____ Will evaluate program effectiveness and work with supervisor to implement ideas for programmatic changes or in-service training.
6. ____ Will inform the Program Director of any changes in his/her host-site service plan.
7. ____ Will respond to all requests of the IDPH AmeriCorps Mentoring Program staff and regularly communicate with other IDPH AmeriCorps Mentoring Program members, IDPH staff, and host site staff via internet, phone and fax.
8. ____ Will abide by all policies and procedures of the Program and host organization.
9. ____ Will use the site supervisor as their point of contact for all programmatic and service-oriented questions.
10. ____ Will not receive credit for time volunteered outside of the Host Site Organization without prior approval of the host-site supervisor **and** the Program Coordinator and no more than 40 hours may be served in this capacity during any given week.

Parental Consent. Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.

DRUG-FREE WORKPLACE POLICY

The IDPH AmeriCorps Mentoring Program will provide a drug-free workplace and environment. In this connection, the program prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance in the workplace. The term “controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812). The term “controlled substance” refers to all illegal drugs used without a physician’s order, and it does not prohibit taking prescribed medication under the direction of a physician.

Individuals found to be in violation of this policy are engaged in serious misconduct and subject to disciplinary action up to and including release from the program. All members will, as a condition of their enrollment, abide by the terms of this statement. In addition, the Program Director must be notified within 5 days of any criminal drug statute conviction.

All members placed through the IDPH AmeriCorps Mentoring Program will also be subject to enforcement of any drug policies established at their placement site. It is the responsibility of the member to read and understand any existing policy at the individual host-site.

NON-DISCRIMINATION

- A. The member understands that IDPH may not lawfully discriminate against any member or service recipient on the basis of race, color, national origin, sex, age, religion, political affiliation or disability.

- B. It is the responsibility of site supervisors to provide reasonable accommodations to members with disabilities. It is the responsibility of members with disabilities to request reasonable accommodations from their site supervisors during their term of service.

IV. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed by written consent by both parties.

V. AUTHORIZATION

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement and any attached policies and procedures. (If the member is under the age of 18 years old, the member's parent or legal guardian must also sign the attached document.) By signing this contract the member will also certify, under penalty of law, that she/he has a high school diploma or equivalency certificate. Before signing the agreement please check and complete the appropriate information in the table below.

Degree Held	Mark Appropriate Certification	Institution and Location Where Degree Completed	Date of Completion
High School Diploma			
High School Equivalency Certificate			
Expect to complete high school diploma/equivalency before using education award			<i>Include expected date of completion</i>

Signature

Signature

Amanda McCurley

AmeriCorps Member Name (Printed)

IDPH AmeriCorps Mentoring Program Director

Date

Date

FOR PARENT OF GUARDIAN OF MEMBERS UNDER 18 YEARS OF AGE:

I, the undersigned parent/guardian of _____ understand the responsibilities and benefits associated with AmeriCorps. I authorize my son/daughter/legal ward to participate in AmeriCorps including educational, training, and service related activities provided by the AmeriCorps Program.

I authorize the exchange of information between the AmeriCorps sponsor, (*site name*) _____ and the Corporation for National and Community Service which is relevant to successful participation in the AmeriCorps program.

I grant permission for the AmeriCorps sponsor to provide or arrange the necessary medical assistance for my son/daughter/legal ward if I cannot be immediately reached in the event of an accident or illness. I have listed any illnesses, allergies, medical conditions or disabilities that might affect participation in the AmeriCorps program or require medical attention.

Parent/Legal Guardian Name (if applicable)

Signature

Date

Attachment A

Prohibited Activities (45 CFR §§ 2520.65, § 2520.40, § 2520.45)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR §§ 2520.65, § 2520.40, § 2520.45) :

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as the Corporation may prohibit including:
 - i. Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - ii. Writing a grant application to the Corporation or to any other Federal agency.
 - iii. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

The grantee must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.

AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

- (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- (5) Seeking donations from alumni of the program for specific service projects being performed by current members.

Nonduplication/Nondisplacement (45 CFR §§ 2540.100)

(e) *Nonduplication.* Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) *Nondisplacement.* 45 CFR §§ 2540.100 (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

Signature: _____

Date: _____

Attachment B

IDPH Mentoring AmeriCorps Grievance Procedures

A. Purpose

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from participants, labor organizations, and other interested individuals. In general, disputes must pertain to service related issues such as a proposed service assignment or a mid-term or end of term evaluation; or a member's suspension or dismissal. A dispute also may concern an applicant protesting the reason he/she was not selected as an AmeriCorps member; or a labor union's claim that a member is displacing its union members.

All AmeriCorps members must file complaints in accordance with the following procedures set forth below.

B. Pre-Complaint Process

In general, all aggrieved parties such as members, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. The program may provide this alternative dispute process to the aggrieved party. ADR proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

If an ADR is used and the matter is not resolved within 30 calendar days from the date the dispute resolution process began, the neutral party mediating or facilitating the process must again notify the aggrieved party of his/her right to file a formal complaint. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communications or proceedings of the information dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and not binding unless both parties agree.

C. Formal Complaint Process

A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the Program Director, Amanda McCurley. Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. It is preferred that they be filed no later than 60 days after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

The Project Director, Amanda McCurley, will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Allegations of fraud or criminal activity must be reported immediately to the Corporation for National and Community Service's Inspector General. If the grievance pertains to discrimination on the basis of race, color, national origin, gender, age, or disability the member will be immediately notified in writing of his/her right to file a discrimination complaint with the Corporation's Equal Opportunity Office. (In general, the member has 180 days after the alleged discrimination to file a complaint with the Corporation.)

D. Arbitration

If the Project Director's decision is adverse to the aggrieved party who filed the grievance or 60 calendar days after filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator. The disputing parties will jointly select the arbitrator. The arbitrator must be independent of the disputing parties.

If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. If the CEO, however, selects the arbitrator, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

Arbitrator's Decision: A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

Cost: The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, the aggrieved party prevails in the binding arbitration proceeding, the program must pay the total cost of the proceeding and the prevailing parties' attorney fees.

Remedies: Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

- a. Prohibition of a placement of a participant; and
- b. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance:
 - i. Reinstatement of the employee to the position he or she held prior to the displacement;
 - ii. Payment of lost wages and benefits;
 - iii. Re-establishment of other relevant terms, conditions and privileges of employment; and
 - iv. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

Suspension or termination of assistance: The Corporation may suspend or terminate payments for assistance under this chapter.

Suspension of placement: If a grievance is filed regarding a proposed placement of a participant, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Suspension of service: Pending resolution of grievance filed due to release for cause, member's service is suspended.

Effect of noncompliance with arbitration: A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

National Service Criminal History Check Consideration Policy

Acknowledgement of Criminal History Checks

1. I, _____, an applicant to the Iowa Department of Public Health (IDPH) AmeriCorps Mentoring Program, understand that my selection into this program is contingent upon a number of factors, including IDPH AmeriCorps Mentoring Program's review of my criminal history. I understand that IDPH AmeriCorps Mentoring Program has the right to perform a complete criminal history check at any point during my service term.
2. Specifically as it concerns criminal history:
 - a. IDPH AmeriCorps Mentoring Program will review whether I have been placed on the National Sex Offender Public Website (NSOPW) prior to starting my service. If I appear on the NSOPW, and it is determined to be me, I will not be able to participate in this Program.
 - b. In addition to the National Sex Offender Public Website Check, members will also be subject to State Criminal Registry Checks for the state of Iowa as well as the state where the member was residing during the time they completed the enrollment and NSCHC forms.
 - c. Members are subject to a Fingerprint-based FBI Criminal History Record Check due to members having recurring access to vulnerable populations (children age 17 and younger, person age 60 and older, or individuals with disabilities as defined by ADA).
 - d. Criminal history checks along with the fingerprint-based FBI Criminal History Record Check will be initiated prior to the start of any service activities including but not limited to the processing of additional state check paperwork, completion of finger print card information or other additional steps to complete the necessary checks beyond the completion of this waiver and acknowledgement form.
 - e. The "initiated by" date will be the date provided at the bottom of this form, certified by the initials of the program staff conducting criminal history protocol.
 - f. I agree that I will provide IDPH AmeriCorps Mentoring Program with any information and/or documents it needs to conduct these criminal history checks.
 - g. I understand that I must have my NSOPW checks and either my state or federal criminal history check completed with results received before I can serve in the presence of vulnerable populations without the physical accompaniment of an approved party. I will ensure that if accompaniment does need to take place pending all criminal history results that I will properly document this accompany as outlined in the Federal AmeriCorps guidelines.
 - h. IDPH AmeriCorps Mentoring Program defines the date in which a member applies to service as the date in which they officially completed the hard copy enrollment forms.
3. If IDPH AmeriCorps Mentoring Program's review of the criminal history checks reveals information that it determines should prevent my selection into this program, I understand that it will advise me, in writing, of its proposed determination, and will provide me a copy of the information it has received (to the extent permitted by law). IDPH AmeriCorps Mentoring Program will allow me the opportunity to challenge the factual accuracy of the information, in writing, within 5 business days of its notifying me of its proposed determination. IDPH AmeriCorps Mentoring Program recognizes that individuals may not realize deferred sentences may appear on result checks and will provide members the opportunity to provide additional clarification to the circumstance without consequence if it appears that the member was not trying to intentionally mislead the program in regards to their criminal history. I also understand that at that time I may also provide any other written information that I believe will assist IDPH AmeriCorps Mentoring Program in its review.
4. I also acknowledge that I have received a copy of "How IDPH AmeriCorps Mentoring Program Evaluates

Criminal Background Checks.”

5. **During the time I completed the enrollment forms, I was a resident of _____.** Please reference section 2h. to review the program policy for what constitutes the “time of application”.

Printed Name

Signature

Date

FOR PROGRAM STAFF ONLY:

Program staff initials:_____

Date NSCHC was initiated:_____

How IDPH Mentoring AmeriCorps Program Evaluates Criminal History Checks

Prior to extending an offer to serve as an AmeriCorps member, each potential applicant will be advised that any offer is contingent upon the applicant being found suitable for the IDPH AmeriCorps Mentoring Program (hereinafter, "Program"), based on the Program's review of the applicant's criminal history, as described below.

If the applicant has not already done so, s/he will need to provide written authorization allowing the Program to conduct a criminal history check through the Iowa Division of Criminal Investigation.

Members will be subject to a Fingerprint-based FBI Criminal History Record Check due to having access to vulnerable populations (children age 17 and younger, person age 60 and older, or individuals with disabilities as defined by ADA).

If the applicant was a resident of a different state at the time of application to the Program, s/he will also need to provide any necessary authorization to allow the Program to conduct a criminal history check through the state in which the applicant resided at the time of application, as permitted by that state.

The Program will also conduct a check to determine if the applicant is listed on the National Sex Offender Public Website (NSOPW).

The Program's authorized agent (the Program Director, or his/her designee), will carefully review any records received from NSOPW and/or any appropriate state, to ensure that the record relates to the applicant. If the authorized agent is able to determine that the record does not relate to the applicant, the record shall in no way prevent the applicant from being offered a position with the Program.

If the Program reasonably believes the criminal and/or NSOPW record belongs to the applicant and is/are accurate, it will make a determination as to whether the applicant is nevertheless suitable for the Program. Unless otherwise provided by law, the Program will consider the following, and may request supplemental information from the applicant, orally or in writing, to aid in the determination process:

- Relevance of the crime to the position sought;
- The nature of the work to be performed;
- Time since the conviction;
- Age of the applicant at the time of the offense;
- Seriousness and specific circumstances of the offense;
- The number of offenses;
- Whether the applicant has pending charges;
- Any relevant evidence of rehabilitation or lack thereof; and
- Any other relevant information, including information submitted by the candidate, or requested by the Program.

If the Program is inclined to make an adverse decision based on the results of any part of the criminal background and/or NSOPW check, after completing the determination process described above, the Program will mail to the applicant's last known address a copy of the criminal record, a copy of this process, and will advise the applicant of the part(s) of the record that make the individual unsuitable for the position, and will advise the applicant that s/he has the right to dispute the accuracy and/or relevancy of the record, in writing, within 5 business days of receiving the notice. The Program will deem that the applicant received the information described herein within 3 business days of the mailing.

If the Program receives no additional information from the applicant within the above described time frame,

it will notify the applicant that it has determined that the applicant has abandoned his/her application.

Upon receiving additional information from the applicant, the Program will carefully review the information, consistent with the provision above, and will promptly notify the applicant of the Program's decision. This decision shall be final.

Consistent with the requirements of the Corporation for National and Community Service, under no circumstance will an applicant who appears on the National Sex Offender Registry be offered a position with this Program.

The Program will, to the extent permitted by state and local law, maintain documentation for members and applicants covered by this provision in the member's file, and/or other appropriate file. Members who serve two consecutive terms with a break in service of less than 120 days do not require a second background check for a second term of service unless they had not received all required checks in their first term.

Member background check results are confidential.

Audio/Media/Photography/Video/ and Release

I hereby grant the Iowa Department of Public Health (IDPH) and its designees the right to take, use, and publish photographs, films, slides, voice, video, and/or other images or representations of me for public health purposes, including public health education and outreach. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use in whole or part my images or representation as IDPH may elect. IDPH and its designees shall have complete ownership of the images and representations in which I appear, including copyright interests, and I acknowledge that I have no interest or ownership in these images of representations.

I confirm that I have the right to enter into this Agreement, and that the IDPH has no financial commitment or obligations to me as a result of this Agreement. I expressly release IDPH and its officers, employees, agents and designees from any and all claims known and unknown arising out of or in any and all demands for compensation and any and all claims for libel and invasion of privacy.

I have read the foregoing and understand its terms and stipulations and agree to all of them:

Name (Please print): _____

Signature: _____

Date: _____

Guardian's Consent, if Minor:

I am the parent or legal guardian of _____, a minor, and hereby approve and consent to the terms listed above for the taking, use, and publication of images or representations of my child or ward.

Name of Parent or Guardian (Print): _____

Signature of Parent or Guardian: _____

Date: _____

Full-Time Member Benefit Waiver

- ☐ I waive the following coverage because I am not a full-time (1700 hours) member

Agency Name: _____

Member Name: _____

Member Email: _____

Member Phone: _____

Date: _____

I waive health coverage for myself. Please indicate one of the following reasons:

- ☐ I have coverage under another health care benefit plan.
(Please provide a copy of your health insurance card)
- ☐ I do not wish to enroll in the health care plan.

I would like the health insurance for myself and I am not on any other insurance health coverage.

- ☐ Yes, I want coverage
You will be directed to the Willis Group

I would like more information on the AmeriCorps Child Care Benefit Program in accordance to their Member Eligibility Requirements.

- ☐ Yes, I would like information.

IDPH Policy Statement

The Iowa Department of Public Health (IDPH) prohibits discrimination in its employment policies and practices on the basis of race, creed, color, religion, national origin, sex, age, mental or physical disability, sexual orientation, or gender identity, consistent with applicable state and federal policies and regulations. It is also the policy of the executive branch of state government in the State of Iowa to apply affirmative action measures to correct the underutilization of females, minorities, and persons with disabilities in the state employment system whenever remedial measures are appropriate. The IDPH is an equal employment opportunity and affirmative action employer.

Signature _____

Date_____